



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Thomas M. Baer
Serial No. : 09/357,423
Filed : July 20, 1999
Title : FLUIDIC EXTRACTION OF MICRODISSECTION SAMPLES

Art Unit : Unknown
Examiner : Unknown
Conf. No. : 9233

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

REVOCATION AND NEW POWER OF ATTORNEY

Under 37 CFR §3.73(b) MOLECULAR DEVICES CORPORATION, a corporation, certifies that it is the assignee of 100% of the right, title and interest in the patent application identified above by virtue of:

☒ A chain of title from the inventors of the patent application identified above, to the current assignee as shown below. Copies of the assignments or other documents in the chain of title are attached.

1. From Thomas M. Baer to Arcturus Engineering, Inc., recorded in the Patent and Trademark Office at Reel 010222, Frame 0468 on September 7, 1999. Arcturus Engineering, Inc. changed its name to Arcturus Bioscience, Inc., as evidenced by the attached copy of Certificate of Amendment to Articles of Incorporation filed with the Secretary of State of California on November 21, 2003.

2. From Arcturus Bioscience, Inc. to Molecular Devices Corporation, as evidenced by the attached copy of Patent Assignment Agreement effective April 3, 2006.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

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Attorney's Docket No.: 14255-036001 / ARC01-
20005.00

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

The undersigned, acting on behalf of the assignee, hereby revokes all powers of attorney previously granted in the application and appoints:

J. PETER FASSE
Registration No. 32,983

TODD E. GARCIA
Registration No. 54,112

JANICE L. KUGLER
Registration No. 50,429

RICHARD BONE
Registration No. 56,637

JOHN W. FREEMAN
Registration No. 29,066

TIMOTHY A. FRENCH
Registration No. 30,175

JOHN F. HAYDEN
Registration No. 37,640

with full power of substitution and revocation, to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

All correspondence regarding the application should be sent to:

PTO Customer Number: 26161

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

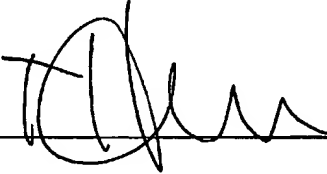
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20005.00

Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Respectfully submitted,

Date: 9/22/06



Title: CFO

Fish & Richardson P.C.
225 Franklin Street
Boston, MA 02110
Telephone: (617) 542-5070
Facsimile: (617) 542-8906



Attorney Docket: 17726-726

SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Thomas M. Baer, (hereinafter termed "Inventor"), having a residence at 537 Drucilla Drive, Mountain View, California 94040, has invented certain new and useful improvements in:

FLUIDIC EXTRACTION OF MICRODISSECTED SAMPLES

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

___ On the ___ day of _____, 19___;

Or

X Said application having Application Number 09/357,423 and filed on July 20, 1999.

WHEREAS Arcturus Engineering, Inc., (hereinafter termed "Assignee"), a corporation of California, having a place of business at 1220 Terra Bella, Mountain View, California 94043 wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries. (Agents of Assignee are authorized to complete the above blanks.)

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for protection on said invention pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

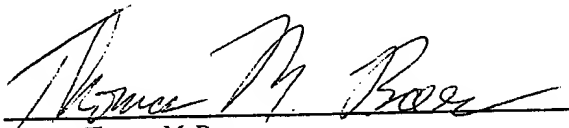
2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed

in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, and his or her heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that the inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

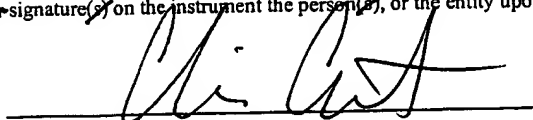
IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee on the date of acknowledgment before the Notary Public as given below.


Thomas M. Baer

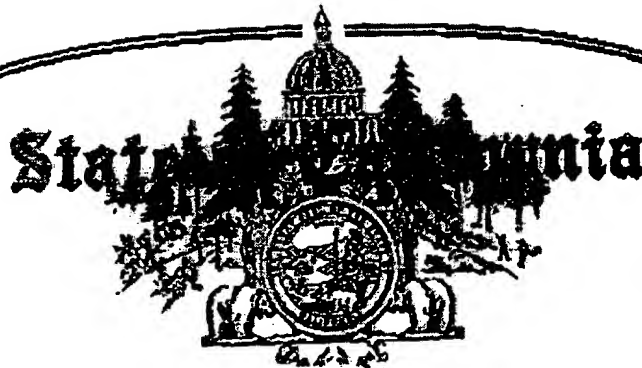
State of California
County of Santa Clara

On Aug. 26th before me, Chris Castle, personally appeared Thomas Michael Baer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(~~s~~) whose name(~~s~~) is subscribed to the within instrument and acknowledged to me that ~~he~~ she executed the same in ~~his~~ her authorized capacity(~~ies~~), and that by ~~his~~ her signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.


Signature



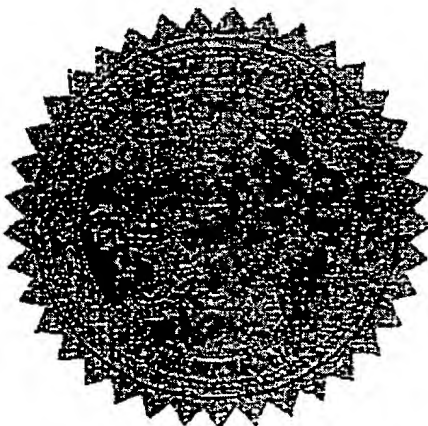
**SECRETARY OF STATE**

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 19 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

NOV 21 2003



Kevin Shelley
Secretary of State

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

**CERTIFICATE OF AMENDMENT TO
ARTICLES OF INCORPORATION OF
ARCTURUS ENGINEERING, INC.**

NOV 20 2003

**KEVIN SHELLEY
Secretary of State**

Thomas M. Baer and Nancy V. Westcott certify that:

1. They are the President and Secretary, respectively, of Arcturus Engineering, Inc., a California corporation.


2. Article I of the Articles of Incorporation of the corporation is amended and restated as follows:

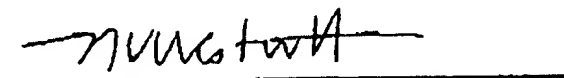
"The name of this corporation is Arcturus Bioscience, Inc."

3. Article IV of the Articles of Incorporation of the corporation is amended and restated as follows:

We further declare under penalty of perjury that the matters set forth in the foregoing certificate are true and correct of our own knowledge.

Executed at Mountain View, California, this 20 day of November, 2003.


Thomas M. Baer, President


Nancy V. Westcott, Secretary



**LIST OF PATENT APPLICATION SERIAL NUMBERS ASSIGNED TO
ARCTURUS ENGINEERING, INC.**

08800882 W & L
10635721
09882530
09707313
08984979 TB
09844187
10011515
10209508
10264420
11076272
08797026 W
08984983 TB
09058711 TB
09121635 TB
09018452 TB
09617742
09562495
09121677 TB
09121691 TB
10272879
10735111
09788117
10989206
09227274 W
11276887 TB
09357423
09706332
11331758

60060731 NR, TB
60093744 TB
60128578 TB
60182832
60060732 NR, TB
60131863 TB
60163634
60199931
60443209
60511066
60518029

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (the "*Agreement*") is made and effective as of April 3, 2006, by and between Arcturus Bioscience, Inc., a California corporation ("*Seller*"), and Molecular Devices Corporation, a Delaware corporation ("*Purchaser*").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 3, 2006, by and between Seller and Purchaser (the "*Asset Purchase Agreement*"), Purchaser is acquiring from Seller all of Seller's right, title and interest in and to the Acquired Patents (as defined below).

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, and transfer, to the Purchaser, its successors, legal representatives, and assigns, the Seller's entire right, title, and interest in:

- (a) the patents and patent applications set forth on **Schedule I** hereto (collectively the "*Acquired Patents*");
- (b) any provisional or other right to recover damages, including royalties, for prior infringement of any Acquired Patent; and
- (c) any patents of the United States or other countries that may be granted for or on any patent application included in the Acquired Patents, including continuation, divisional, continuation-in-part, reissues, re-examinations and extensions of any such application or patent.

The above-granted rights, titles, and interests are to be held and enjoyed by the Purchaser, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Seller had this sale and assignment not been made.

Seller agrees and covenants that it will cooperate in any actions (i) necessary for Purchaser to effectuate the transfer and assignment of the Acquired Patents to Purchaser, including without limitation the execution of documents necessary to record the assignment with the appropriate government agencies, at Seller's reasonable cost and expense; (ii) necessary for Purchaser to prosecute, maintain, renew or register its rights, title and interests in and to the Acquired Patents, including without limitation United States and foreign registrations, at Purchaser's cost and expense; and (iii) brought to enforce and/or defend (including interference proceedings) the rights assigned to Purchaser pursuant to this Agreement against third parties, at Purchaser's cost and expense.

In the event of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control. Nothing in this Agreement shall be deemed to amend or modify in any way any of the terms and conditions of the Asset Purchase Agreement or any rights or obligations of the parties thereto. Nothing in this Agreement shall enlarge or expand the representations and warranties of Seller related to the Acquired Patents contained in the Asset Purchase Agreement. This Agreement shall be construed in accordance with, and governed in all

respects by, the laws of the State of California (without giving effect to principles of conflicts of laws).

The Seller hereby requests the Commissioner of Patents to issue the Acquired Patents of the United States to the Purchaser for the sole use and behalf of the Purchaser, its successors, legal representatives, and assigns.

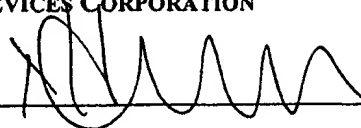
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IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be executed and delivered as of the date first above written.

PURCHASER:

MOLECULAR DEVICES CORPORATION

By: _____



Print Name: Timothy A. Harkness

Title: Chief Financial Officer,
Senior Vice President
Finance and Operations

SELLER:

ARCTURUS BIOSCIENCE, INC.

By: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be executed and delivered as of the date first above written.

PURCHASER:

MOLECULAR DEVICES CORPORATION

By: _____

Print Name: _____

Title: _____

SELLER:

ARCTURUS BIOSCIENCE, INC.

By: _____ 

Print Name: A. SCHUH

Title: CEO

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

Schedule I

All of the patents, patent applications and patent rights that are owned by Seller and that were used in or are used in the Life Sciences Business, or are currently being evaluated by Seller (as evidenced in Records) for use in the Life Sciences Business, including the patents, patent applications and patent rights identified in this **Schedule I**, and any counterparts, reissues, reexaminations, divisions, extensions, continuations and continuations-in-part of, and any other patents issuing therefrom or claiming priority thereto, any of the foregoing, in each case in any jurisdiction in the world.

“Life Sciences Business” shall mean any business operations of Seller related to the research, development, marketing and promotion of Seller’s instruments, reagents and disposable products for the molecular analysis of microscopic tissue samples, including the Specified Products, all as operated by Seller as of the date hereof. The “Life Sciences Business” expressly excludes Seller’s business operations that relate exclusively to research and development with a goal of identifying clinically useful biomarkers and commercialization of products and services that measure validated biomarkers for the purposes of reporting a diagnostic result to a human patient or physician. “Specified Product” shall mean Seller’s products for the molecular analysis of microscopic tissue samples including (a) all laser capture microdissection (LCM) instruments, (b) all reagents, disposable products and accessories used in connection with the LCM instruments, including reagents for nucleic acid isolation, amplification, detection and expression analysis, and micro-devices for low volume capture, extraction and purification of biological molecules, (c) all standalone products comprising any of the foregoing, and (d) all previous and future versions, translations, modifications, enhancements, improvements, upgrades, accessories, follow-ons or outgrowths of or to any of the foregoing or any related products currently under development. For clarity, the following Seller products are included in the Specified Products: Veritas™ XT Microdissection System, Veritas™ Microdissection System, PixCell® IIe LCM System, CapSure® LCM Caps, Paradise® Reagent System, Paradise® Whole Transcript RT Reagent System, RiboAmp® RNA Amplification Kit, RiboAmp® OA RNA Amplification Kit, RiboAmp® OA 1 Round RNA Amplification Kit, RiboAmp® HS RNA Amplification Kit, PicoPure® RNA Isolation Kit, PicoPure® DNA Extraction Kit, HistoGene® LCM Immunofluorescence Staining Kit, HistoGene® LCM Frozen Section Staining Kit, CapSure® HS LCM Caps, CapSure® Micro LCM Caps, ExtracSure™ Sample Extraction Devices, Miracol™ Purification Columns, PrepStrip™ Tissue Preparation Strips and AutoPix® Microdissection System. “Records” shall mean all books, records, files, data (whether in hard copy or electronic form), customer lists, customer records, copies of all documentation related to the accounts receivable generated from the Life Sciences Business, vendor records, research and development reports, scientific and technical documents (including original laboratory notebooks, data, vector maps, protocols, user manuals, and application notes that relate to the internal or commercial use of the Specified Products or otherwise to the Acquired Patents or Acquired Trademarks or that may be useful for prosecuting or enforcing the Acquired Patents or Acquired Trademarks) and advertising and promotional materials.

	Description	Jurisdiction	Registration / Application No.
32.	CONSUMABLE FOR LASER CAPTURE MICRODISSECTION	HK	01100380.7
33.	CONSUMABLE FOR LASER CAPTURE MICRODISSECTION	EP	02015774.9
34.	CONSUMABLE FOR LASER CAPTURE MICRODISSECTION	EP	02027060.9
35.	FLUIDIC EXTRACTION OF MICRODISSECTED SAMPLES	US	09/357,423
36.	FLUIDIC EXTRACTION OF MICRODISSECTED SAMPLES	PCT	PCT/US99/16635
37.	FLUIDIC EXTRACTION OF MICRODISSECTED SAMPLES	EP	99935859.1
38.	FLUIDIC EXTRACTION OF MICRODISSECTED SAMPLES	CA	2,338,246
39.	FLUIDIC EXTRACTION OF MICRODISSECTED SAMPLES	MX	2001000691
40.	FLUIDIC EXTRACTION OF MICRODISSECTED SAMPLES	JP	2000561502
41.	PROCESSING TECHNOLOGY FOR LCM SAMPLES	US	6,528,248
42.	PROCESSING TECHNOLOGY FOR LCM SAMPLES	PCT	PCT/US00/11793
43.	PROCESSING TECHNOLOGY FOR LCM SAMPLES	EP	00930274.6
44.	HYBRIDIZATION STATION	US	09/706,332
45.	HYBRIDIZATION STATION	PCT	PCT/US00/41899
46.	TRANSFER FILM FOR LASER MICROCAPTURE	US	6,887,703
47.	TRANSFER FILM FOR LASER MICROCAPTURE	US	10/827,151
48.	TRANSFER FILM FOR LASER MICROCAPTURE	PCT	PCT/US01/05186
49.	TRANSFER FILM FOR LASER MICROCAPTURE	EP	01910904.0
50.	LASER CAPTURE MICRODISSECTION (LCM) EXTRACTION DEVICE AND DEVICE CARRIER AND METHOD FOR POST LCM PROCESSING	US	09/844,187